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#### **Contract Database Metadata Elements**

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**AGREEMENT BETWEEN**  
**CITY SCHOOL DISTRICT OF GLEN COVE**  
**AND**  
**GLEN COVE EDUCATIONAL SUPPORT ASSOCIATION,**  
**NEA/NY (GCESA)**  
**FOR THE YEARS**  
**JULY 1, 2003 - JUNE 30, 2007**

**RECEIVED**

JAN 24 2005

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

105



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THIS AGREEMENT is made and entered into as of July 1, 2003, between the CITY SCHOOL DISTRICT OF GLEN COVE, Nassau County, New York (hereinafter referred to as the District) located at Dosoris Lane, Glen Cove, New York, and the Glen Cove Educational Support Association, NEA/NY (GCESA) - (hereinafter referred to as the GCESA). Unless specifically modified herein, the terms and conditions of this agreement shall continue in full force and effect from July 1, 2003 to June 30, 2007.

## **ARTICLE I - RECOGNITION**

1. The District recognizes the GCESA as the sole and exclusive unchallenged representative for the maximum period provided by the Civil Service Law for all full-time and part-time secretarial, clerical, teaching assistant and school aide personnel with the exception of the Confidential Secretary to the Superintendent of Schools, the Confidential Secretary to the Executive Director of Human Resources, Confidential Assistant Business Administrator, and the Payroll Supervisor.

2. **A.** Nothing in this section shall preclude presentation of views orally or in writing by any individual employee.

**B.** Employees have the right to join or not to join the GCESA, but membership in the GCESA shall not be a prerequisite for employment or continuation of employment of any employee.

**a.** **Agency Shop.** The District shall deduct an agency shop fee from the salary of all employees in the bargaining unit who are not members of the GCESA upon compliance by the GCESA with all legal requirements. A complete listing of all non-member employees will be delivered to the Business Office not later than thirty (30) days prior to the payroll from which the deduction is to be made. These fees will be transmitted to the GCESA in a manner mutually agreed upon. An agency fee shall be paid for all employees employed more than 30 days.

**b.** **Dues and Initiation Fees.** The District will deduct and transmit to the GCESA, on a monthly basis, dues (which include the term initiation fees) for all employees who have signed a valid dues authorization deduction card.

3. The District and the GCESA recognize that the Board of Education is the legally constituted body responsible for the determination of policies covering all aspects of the Glen Cove Public School system. The Board of Education recognizes that it must operate in accordance with all pertinent statutory provisions of State laws. The GCESA recognizes that the Board of Education cannot reduce, negotiate or delegate its legal responsibilities.

## **ARTICLE II - NEGOTIATION PROCEDURES**

Procedures to be as follows:

1. If no challenge exists, the same bargaining agent shall be empowered to negotiate the next contract.

2. Upon the written request of either party, a mutually acceptable meeting date shall be set for not less than fifteen (15) days following such request for the purpose of opening negotiations on the agreement for the ensuing fiscal year(s). All issues proposed for negotiation shall be submitted in writing by each party to the other at the first meeting. All subsequent meetings shall be called at times and in a place mutually agreeable to the parties.
3. Negotiations shall continue in accordance with the provisions of the Public Employees Fair Employment Act in a good faith effort to reach agreement on the terms and conditions of employment of the employees designated in Article I.
4. Such negotiations shall include all terms and conditions of employment except those not authorized by law or prohibited by law. Any agreement so negotiated shall apply to all said employees and shall be reduced to writing and signed by the District and the GCESA.
5. During negotiations the District and the GCESA shall present relevant data, exchange points of view and make proposals and counter-proposals. The District may make available to the GCESA for inspection pertinent budgetary information. Either party may, if it so desires, utilize the services of any outside consultant or may call upon a professional or lay representative to assist in the negotiations at its own expense.
6. If the negotiations described in paragraphs C through E have reached an impasse, then the New York State Public Employment Relations Board's procedures on impasse shall be utilized, subject to the GCESA and the District establishing their own impartial arbitration group by mutual agreement of the parties.
7. The District agrees not to negotiate with any groups of secretarial or clerical employees other than the GCESA for the duration of this contract except individuals excluded from this agreement.
8. During the period of negotiations prior to agreement, the content of the proceedings of the negotiations shall be kept confidential and shall not be released unless such release has the prior approval of both parties.

### **ARTICLE III - NEGOTIATIONS**

1. All matters relating to terms and conditions of employment on which agreement is reached during the bargaining sessions shall be reduced to writing in mutually acceptable language and shall be submitted to the GCESA and the District for approval. The agreement shall be approved pursuant to the GCESA. The agreement shall be submitted to the Board of Education for adoption in the minutes of the Board at a Board of Education meeting.
2. Neither the GCESA nor any employee represented by it shall strike against the District, assist or participate in any such strike, or impose an obligation to conduct, assist or participate in such a strike. The term "strike," means any strike or other concerted stoppage of work or slowdown by such employees or GCESA.

## ARTICLE IV - EMPLOYMENT

### REGULARLY EMPLOYED FULL-TIME EMPLOYEES

Regularly employed full-time employees shall include personnel who are employed on an annual salary basis for 30 hours or more each week.

## ARTICLE V - WORKING CONDITIONS

1. Regular working hours, days and year, and conditions of employment are as follows:
  - A. A **10 Month Employee** shall work for 38 3/4 hours per five-day week from September 1 - June 30. Each working day shall be 7 3/4 hours in length, including one hour for lunch. The daily rate is 1/200 of annual salary.
  - B. Effective 7/1/04, all current 48-week employees shall become 12-month employees by 7/1/04. However, in the case of a legitimate hardship, current 48-week employees may become 10 month employees on 7/1/04 at the discretion of the District.
  - C. A **12 Month Employee** shall work for 38 3/4 hours per five-day week from September 1 - June 30. Each working day shall be 7 3/4 hours in length, including one hour for lunch, except during the months of July and August when the working day shall be 6 3/4 hours in length, including 45 minutes for lunch. The daily rate is 1/240 of annual salary.
  - D. A **Teaching Assistant** shall work each school day that school is in session. Such workday shall be consistent with the length of the school day of the building to which the employee is assigned. The workday shall include one lunch period and one preparation period during which additional responsibilities may be assigned by the building principal if necessary.
  - E. Employees may work through their lunch period during July and August and on school holidays and as a result thereof conclude their workday 45 minutes earlier in summer and one hour during school year. The Administration of the School District has the right to unilaterally terminate this procedure if deemed in the best interests of the School District. Such decision shall not be reviewable under the grievance procedure or in any other forum.
  - F. Teacher aides will work their regularly scheduled workday each day schools are in session for students. Administration has the option of having aides work on Superintendent Conference Days.
2. **Overtime** - Remuneration for overtime work performed in excess of 40 hours shall be paid at time-and-one-half. Overtime, if less than 40 hours, shall be compensated at straight time or compensatory time, at the discretion of the District.
3. **Civil Service Examinations**
  - A. All unit employees working 20+ hours per week in Civil Service competitive job titles may be required to take and be eligible for appointment in accordance with



Civil Service Regulations. All full-time employees shall be required to apply for and take the Civil Service examination in the category in which they are employed at the earliest date on which the examination is given subsequent to their employment.

**B.** The regulations of the New York State Civil Service Commission cover full-time clerical personnel. Nothing in this agreement is to be considered as superseding Civil Service regulations. GCESA and the District shall establish a joint advisory Civil Service Committee to monitor compliance with Civil Service regulations regarding recruitment, appointment and promotion of unit members.

**4. Recruitment and Appointment** - It is the policy of the District that employees shall be selected, retained and promoted on the basis of fitness, merit and efficiency. The race, sex, religion, or national origin of the applicant or employee shall not be a consideration in any of the factors.

**5. Probation and Termination**

**A.** For new employees in the competitive category of service, the probationary period is dictated by Civil Service regulations. A performance review for the purpose of evaluating service shall be made by the immediate supervisor at the completion of the second and fifth months and submitted to the Executive Director of Human Resources.

**B.** At the end of the probationary period, the employee shall receive a written verification of his/her status from the Executive Director of Human Resources.

**C.** An employee appointed to a higher classification shall serve a probationary appointment of 26 weeks, in accordance with Civil Service regulations. A performance review for the purpose of evaluating service shall be made by the immediate supervisor at the completion of the second and fifth months.

**D.** It shall be the duty of all personnel to perform their assigned duties to the complete satisfaction of their supervisors.

**6.** It shall be the duty of all personnel to see that all working conditions are safe from unnecessary hazards. Hazardous conditions should be reported to the immediate supervisor who will, in turn, report this condition to the Executive Director of Human Resources who shall take appropriate action.

**7. Relationships with Instructional Staff and Students**

**A.** Clerical employees are considered to be co-workers with the instructional staff in the task of providing the best possible learning environment for the students in the schools. Teachers may not command the services of a clerical employee. Orders for such service shall be channeled through the Building Principal.

**B.** Clerical staff members have a right and obligation to restrain students when actions or behavior may be detrimental to themselves or others or destructive of School District property. Names of such students should be

given to the Building Principal for appropriate disciplinary action.

8. All employees new to the District and appointed by the Board of Education may be granted credit for prior related work experience.

9. **Vacation Allowances from Date of Employment**

A. 1a. After one (1) year of service, two (2) weeks vacation, with pay, shall be allowed full-time 12 month personnel; three (3) weeks vacation, with pay, shall be allowed after the third year of full-time employment; and four (4) weeks vacation, with pay, after ten (10) years of full-time employment.

1b. For employees hired after July 1, 1996:

One year = 8 days  
Three years = 13 days  
Ten years = 18 days

1c. For employees hired after July 1, 1999:

One year = 5 days  
Three years = 10 days  
Ten years = 15 days

2. Employees in continuous service for a period of less than one year prior to July 1st of any school fiscal year shall receive a vacation of 5 days, with pay, if employed prior to January 1st of the current year. If employed on or subsequent to January 1st of the current year, the employee shall receive a vacation of one-half (1/2) day, with pay, for each month (or major fraction thereof) of continuous service prior to said July 1st subsequent to said January 1st. Such vacation is to be taken in the year succeeding that of employment.

3. Ten (10) month employees see Article XI.

B. Employees entitled to a vacation must submit their requests, in writing, to their Building Principal or immediate supervisor, on or before June 1st of each year.

C. Part-time 12 month-employees working 20 hours or more per week are entitled to vacation as follows:

After One Year      2-1/2 days  
After Three Years    5 days  
After Ten Years      7-1/2 days

10. **Method of Computing Earned Vacation Pay** - Any regularly employed full-time employee who leaves employment prior to June 30th, after having been in full employment for one (1) full year, will receive an apportioned vacation pay in lieu of vacation, such pay to be prorated by the number of months of full-time employment in the fiscal year ending with June 30th.

11. **Disciplinary Actions** - Disciplinary action may result from a recommendation of Central Office Administration, the Building Principal or Supervisor under whom the clerical employee renders service. The Executive Director of Human Resources shall have the authority to warn or to recommend dismissal. Removal or other disciplinary action shall be in accordance with Civil Service procedure.

12. Employees will give their immediate supervisor or the Executive Director of Human Resources, as much advance notice as possible in the event that they must be absent from work or will be late in reporting for work.

13. **Resignations and Retirement** - An employee who wishes to terminate service to this School District at any time shall file a written notice concerning this intention with the Executive Director of Human Resources at least two (2) weeks prior to the date desired for the termination of service.

14. **Substitutes** - Every effort will be made to provide substitutes for persons absent.

15. **Out-of-Title Work** - Any person required to work temporarily out of title for more than one week shall be compensated by receiving the pay schedule of the higher paying title on the same step as he/she then enjoys in his/her own title only as long as he/she remains in that job. The increased pay is to take effect from the day of first employment in the higher paying schedule if worked more than one work week; if less than one work week, no extra compensation shall be afforded.

16. **Working Alone in a Building** - No employee shall be expected to work at a time when such employee is the sole occupant of the building.

17. **Mileage Compensation** - Employees shall be compensated for mileage for travel between schools that is part of their assignment. The Mileage rate shall be based on the annual rate established by the IRS and shall be calculated by utilizing the District mileage chart.

18. **Teacher Aides** - may be assigned supervision of children during lunch or on playground or to provide teacher prep periods as needed.

## **ARTICLE VI - GRIEVANCES**

Grievance shall mean any claimed violation, misinterpretation, or inequitable application of the existing laws, rules, procedures, regulations, administrative orders or work rules of the

City School District of Glen Cove and/or the Board of Education thereof or a department or agency thereof, which relate to or involve employee health or safety, physical facilities, material or equipment furnished to employees or supervisor of employees; provided, however, that such terms shall not include any matter involving an employee's rate of compensation, retirement benefits, disciplinary proceeding or any matter which is otherwise reviewable pursuant to any law or regulation having the force and effect of law.

## **PROCEDURES**

1. **Informal Stage** - The aggrieved employee shall orally present his/her grievance to his/her immediate supervisor or administrator who shall orally and informally discuss the grievance with the aggrieved employee. The immediate supervisor or administrator shall render his/her determination to the aggrieved employee within seven (7) days after the grievance has been presented to him/her. If such grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to the formal stage.

### **2. Formal Stage**

**A.** Within seven (7) days, after a determination has not been made at the preceding stage, the aggrieved employee may make a written request to the chief supervisor or administrator or his/her designee for review and determination. If the chief supervisor or administrator designates a person to act in his/her behalf, he/she shall also delegate full authority to render determination in his/her behalf.

**B.** The chief supervisor or administrator or designee shall immediately notify the aggrieved employee, immediate supervisor or administrator or any other supervisor or administrator previously rendering a determination in the case to submit written statements to him/her within seven (7) days setting forth the specific nature of the grievance, the facts relating thereto, and the determination previously rendered.

**C.** If such is requested in the written statement of either party pursuant to paragraph B above, the chief supervisor or administrator or his/her designee shall notify all parties concerned in the case of the time and place when a formal hearing will be held where such parties may appear and present oral and written statements supplementing their positions in the case. Such hearing shall be held within seven (7) days of receipt of the written statements pursuant to paragraph B.

**D.** The chief supervisor or administrator or his/her designee shall render his/her determination within fifteen (15) days after the written statements pursuant to paragraph B having been presented to him/her.

**E.** If the grievance is not satisfactorily resolved at this stage, the aggrieved employee may proceed to arbitration.

**Arbitration** - Any dispute which is not adjusted within the District shall, at the request of either party within two (2) weeks of written notification of the Superintendent's determination, be promptly submitted to arbitration in accordance with applicable statutes of the State of New York. The party initiating the grievance shall request the New York State PERB to submit a panel of arbitration. From this panel, the parties shall mutually

agree upon a single arbitrator. In the event that the parties shall be unable to select an arbitrator from the panel submitted by the New York State PERB, they shall request PERB to select an arbitrator and such selection shall be binding upon the parties.

A dispute arising under any term of this agreement involving District policy or discretion may be submitted to arbitration only on the question whether the District policy was disregarded or was applied in so discriminatory, arbitrary or capricious manner as to constitute an abuse of discretion.

The District and the GCESA shall bear equally the arbitrator's fees and other expenses, exclusive of attorney's fees, incidental to the proceedings.

The arbitration provided for in the collective bargaining agreement may solely be requested by the GCESA and the Employer and no individual member or employee of the District may file a demand for arbitration under this or any other part of the Agreement.

### **ARTICLE VII - PROMOTIONS**

1. All openings for promotional positions and for positions paying higher salary differentials shall be posted in every school on bulletin boards and all Civil Service qualified personnel shall be given the opportunity to make an application for such positions. Provisional appointments will be made by the Board upon the recommendation of the Superintendent of Schools in accordance with Civil Service regulations .

2. The Shop Steward shall be notified of all openings.

3. When openings occur during July and August, the District shall provide notice to employees who have submitted self addressed stamped envelopes for that purpose. Each employee is responsible for submitting a sufficient number of such envelopes for all notices.

4. Any part-time employee who is promoted to a full-time position in the same or similar competitive Civil Service title within this bargaining unit shall be granted service credit, for salary purposes, amounting to 50% of the number of years worked, up to 10 years. The maximum service to be granted by this section shall be five years.

### **ARTICLE VIII - PROTECTION OF EMPLOYEES**

1. All employees described in Paragraphs a, b, and c of Section 75 of the Civil Service Law are afforded the protection of said section.

2. Seniority shall be based on the date of commencement of employment in the District for longevity payment purposes. Seniority within specific bargaining unit titles shall be determined in accordance with Civil Service regulations.

3. Employees shall be required to report all cases of assault suffered by them and/or civil actions filed against them in connection with their employment to the Superintendent of Schools. The Superintendent of Schools shall acknowledge receipt of such report within three (3) days.

**ARTICLE IX - HEALTH and DENTAL INSURANCE**

1. (A). Full-time employee contribution to health insurance premiums shall be:

7/1/03 – 12%	7/1/04 – 13%
7/1/05 – 14%	7/1/06 – 15%

(B) Part-time employees (20 hours per week, but less than full time) shall contribute 50% of the cost of the premium for individual health insurance coverage and 65% of the cost of family health insurance coverage.

2. (A) In the event that the Glen Cove Teachers Association negotiates a better health and /or dental insurance plan than that which appears within this section, that plan(s) will be made available to the full-time employees covered by this agreement.

(B) The School District, upon thirty (30) days notice to the GCEAA, may substitute another health and/or dental insurance plan for those set forth in the collective bargaining agreement, provided that such plan(s) included identical benefits to those of the health and/or dental insurance plan(s) currently provided at the time of notification.

(C) Any full-time employee who relinquishes District-provided health insurance for one year or more shall be entitled to 40% of the premium saved by the District for each full year so relinquished. The 40% premium waiver rebate will be paid during the 1<sup>st</sup> quarter of the next calendar year.

3. The current dental plan provided by the District to full time unit employees shall remain in effect. Effective July 1, 2004, the District will provide full-time unit employees with individual dental insurance via Delta Dental Plan. In addition, the District will provide family dental insurance to a maximum monthly premium of \$62 per full time employee. Any employee who accepts family dental insurance coverage will be responsible for any premium due beyond the \$62/month over the course of the Agreement.

**ARTICLE X - RETIREMENT BENEFITS**

The Board shall provide the appropriate Career Retirement plan to unit members enrolled in the New York State and Local Employees' Retirement System pursuant to the New York State Retirement and Social Security Law (RSSL). The Board shall also provide option 41-j of the New York State and Local Employees' Retirement System to eligible employees. The intent of the within language is to maintain the retirement benefits currently provided to unit members. This section shall not result in increased costs to the District except as mandated by legislative changes or by the rules of the New York State and Local Employees' Retirement System.

**ARTICLE XI - ABSENCE WITHOUT LOSS OF PAY**

Types of approved absences without loss of pay and limitations for such absences are:

**1. Personal Illness**

**A1.** Each regularly employed full-time employee hired prior to July 1, 1996 shall be entitled during each year of active service in the District, to the following:

12 month employee -	20 days
10 month employee -	18 days
Teaching Assistant -	14 days

**A2.** Employees hired after July 1, 1996:

12 month employee -	18 days
10 month employee -	16 days
Teaching Assistant -	14 days

**A3.** Employees hired after July 1, 1999:

12 month employee -	15 days
10 month employee -	13 days
Teaching Assistant -	14 days

**A4.** Part time 12 month employees working 20 hours or more per week shall be entitled to 7 ½ personal illness leave days per year. Such personal illness leave days may be accumulated to a maximum of ninety (90) days.

**A5.** Sick Bank: Unit members may voluntarily donate up to two sick days for the catastrophic illness of an individual employee. Such procedure may be applicable to more than one needful employee. There must be joint agreement between the administration and the union as to the eligibility of the employee. The determination as to eligibility shall not be subject to review by the grievance procedure or in any other forum.

**B.** The above-specified absences, with full salary, shall be for the purpose of meeting personal illnesses, family illnesses and two personal days. (See #2 below). These days may be accumulated, if not used, to a maximum of one hundred eighty (180) days.

1. After an employee has accumulated one hundred eighty (180) days, further credits of sick leave earned will be used to replace those days that were used.

2. A doctor's note may be requested by the School District as a result of any absence due to personal illness.
3. When it is administratively determined, based on an employee's clear pattern of absences on certain days of the work week, that an abuse of sick leave may exist on the part of an employee, the employee's administrator may request a doctor's certificate for absences of less than three (3) days' duration.

2. **Personal Business or Legal Affairs** - Such absence shall be allowed for personal reasons which involve legal matters or court orders such as "home closing" and commencement or other ceremonials within the immediate family. These absences will be allowed only upon advance approval by the Executive Director of Human Resources and allowable to a maximum of two (2) days. Each employee must file a written request with their immediate supervisor and the Executive Director of Human Resources at least two (2) days in advance of all personal leave. Part time 12 month employees working 20 hours or more per week are entitled to one (1) personal day.

3. **Religious Holidays** - Absence for observance of religious holidays shall be allowed only with advance notice submitted to the Executive Director of Human Resources and approved by him/her. Such absences shall not exceed one (1) day per year.

4. **Conferences** - Absences caused by attendance at education conferences, or for purposes of educational observation approved by the Executive Director of Human Resources may be considered by the Executive Director of Human Resources to be separate from the limit of days allowed at full pay.

5. **Death or illness in the Immediate Family** - Such absences, with pay, shall be limited to five (5) days in any single school year upon the approval of the Executive Director of Human Resources. An extended absence beyond the allowable five (5) day period is not a paid absence, and such extension requires the approval of the Executive Director of Human Resources. The immediate family of an employee shall refer to members of the household, or the employee's mother, father, grandparents, brother or sister-in-law, son or daughter-in-law, mother-in-law, father-in-law, son, daughter, brother, sister, or grandchild, if living outside the household. Part time 12 month employees working 20 hours or more per week are entitled to five (5) death and family illness days.

6. **Legal Holidays** - All legal holidays on which school is closed, or which occur during periods when school is not in session (July and August) are paid vacation days.

7. **School Holidays**

A. Ten (10) month employees shall receive all school vacation periods. This, in effect, shall be considered paid vacation time.

B. Twelve (12) month employees shall receive the Friday after Thanksgiving and Good Friday, as well as one-half of each and any extended holiday period in accordance



with the school calendar, and all religious holidays when schools are closed for such observance. Required clerical workdays during recess periods will only be days the building is open for use.

C. During the Christmas and Easter holidays, secretaries will report to work on those days that school buildings are open.

8. **Weather** - Clerical employees shall be allowed at least the first day of each emergency closing of school, with pay.

9. **Jury Duty** - Notice of jury duty must be submitted to the Building Principal, Executive Director of Human Resources, or the designated officer. Provided that the employee surrenders to the School District his/her jury fees less travel and lunch expenses (to the extent that these expenses are reimbursed by the Court) incurred by him/her on account of such jury duty, he/she shall not suffer any loss of salary for absence due to jury duty. This shall also apply to less than full-time employees except that less than full-time employees may keep the pay for any day for which they were not scheduled to work.

## **ARTICLE XII - ABSENCE WITH LOSS OF PAY**

**Method of Computing Deductions for Absence** - Salary deduction for each day of unexcused absence shall be 1/240<sup>th</sup> of the annual contract salary for 12 month employees, and 1/200<sup>th</sup> of annual contract salary for 10 month employees.

## **ARTICLE XIII - LEAVES OF ABSENCE**

1. **Personal Leave** - Permanent employees are eligible to take a leave of absence, without pay, for a maximum period of one (1) year, provided it is not in any way detrimental to the school program, upon written request to and approval of the District. The conditions under which a person returns to full-time employment shall be established at the time approval of such leave is granted; such conditions shall be at the discretion of the Executive Director of Human Resources with the approval of the Board of Education.

2. **Childcare Leave** - An employee may receive a childcare leave of absence without pay by applying to the Executive Director of Human Resources at any time before the said employee stops working because of pregnancy or the adoption of a child. Childcare leave shall commence with the birth or adoption of a child and shall continue for no more than one year from such date. Full reinstatement in the same or equivalent employment at the end of such leave shall be guaranteed.

## **ARTICLE XIV - SALARY**

1. For full time clerical employees, salary step schedules are attached for each year of the Agreement. Each full time clerical employee with a minimum of one full year of service in grade on July 1, 2003 shall receive a minimum increase of 3.5% per year to a maximum

of \$2,500 per year as he/she moves toward the appropriate level on the salary step schedule. In the last year of the Agreement (2006-07) any full time employee employed in the district on 7/1/03 and not yet on the appropriate salary step will be adjusted to that schedule.

New employees will be hired within the new salary step schedule.

2. For part time aides and monitors, an hourly wage scale with steps recognizing length of service is attached for each year of the agreement. Current part time aides and monitors shall receive a minimum hourly wage increase of 3.5% in each year of the agreement.

3. In the event that the District chooses to utilize full time aides, a salary schedule is attached. Full time aides shall be granted all other benefits applicable to full time bargaining unit members.

4. Longevity payments shall be awarded as follows:

After Completion of Ten Years of Service	\$500
After Completion of Fifteen Years of Service	\$1,000
After Completion of Twenty Years of Service	\$2,000
After Completion of Twenty-Five Years of Service	\$2,500
After Completion of Thirty Years of Service	\$3,000

The above longevity payments indicate the total amounts payable to eligible employees based on years of service and are not cumulative.

#### **ARTICLE XV - PHYSICAL EXAMINATIONS**

1. For the protection of the individual employee, fellow workers, the students and the community, it is hereby agreed that each employee of the unit shall undergo a physical examination every three (3) years and submit the results of said examination to the Executive Director of Human Resources.

**A.** Concurrent with the appointment as a probationary employee but prior to the beginning of duties, the employee shall be required to have a complete physical examination by the school medical inspector or by the employee's own physician at employee's own expense. A special form for this purpose shall be provided.

**B.** Every three (3) years the employee shall submit a District provided form signed by the school medical inspector or employee's personal physician indicating that the employee is free from communicable disease and is physically qualified to perform employee's duties.

## **ARTICLE XVI - TRANSFER AND REASSIGNMENTS**

1. The Board recognizes that frequent reassignment and/or transfer of employees from one school to another is disruptive to the efficiency of the District and interferes with optimum employee performance. Although the GCESA also recognizes that some flexibility in regard to employee transfers must remain with the administration, a substantial degree of stability must be provided for all employees. Therefore it is agreed as follows:

When transfer or reassignment of employees in a school or grade is necessary, to the extent possible, all volunteers shall first be transferred and/or reassigned. Subsequent transfers will be made on the basis of years of service to the District; those lowest in service shall be reassigned first.

## **ARTICLE XVII - PART-TIME EMPLOYEES**

1. Maximum number of hours per week for part-time employees shall be less than thirty (30) hours.

A regularly employed part-time employee shall be entitled to the following benefits.

A. Each regularly employed part-time employee shall be entitled, during each year of active service in the District, to have five (5) days off per year for personal illness, cumulative to ninety (90) days.

B. Each part-time employee shall be paid for the first two (2) days for any forced school closing days, i.e., snow, emergency and for any subsequent make-up days that are scheduled in excess of these two (2) days.

C. Each part-time employee shall have five (5) legal holidays with pay, when school is in session. These are Thanksgiving, Christmas, New Year's Day, Memorial Day, and Martin Luther King Day.

D. Each part-time employee shall be entitled to five (5) days per year for death in the immediate family. This is in effect after one (1) year of employment. The immediate family of an employee shall refer to members of the household, or the employee's mother, father, grandparents, mother-in-law, father-in-law, brother or sister-in-law, daughter or son-in-law, son, daughter, brother, sister, or grandchild, if living outside the household.

E. Health Insurance - See Article IX.

F. Evaluation of Service - By June 30th of each school year aides will be notified of the District's intention if they are not to return the following school year and the reason that they are not returning.

G. No aide shall work overtime without the prior authorization of the Executive Director of Human Resources.

H. Any aide employed to work 30 hours or more each week shall receive the same insurance benefits as a full-time employee as well as a total of 18 sick/sickness in family and including two personal days, cumulative to 180 days.

I. Layoffs shall be in job titles with seniority being the deciding factor where the skills necessary to perform the duties are roughly similar. It is understood that where an aide has been employed in a category such as computer aide, or other such special title, no one may bump into such title unless he or she has the skill to perform those duties with normal efficiency. The Executive Director of Human Resources determination in this regard shall be subject to the grievance procedure of the collective bargaining agreement, but only to the extent that the determination of the supervisor shall not be disturbed unless it was arbitrary, capricious or without factual justification. If the Executive Director of Human Resources claims that a specific skill justifies retaining a less senior employee, that skill will not be deemed to be a justifying factor unless:

1. the employee was hired to use that specific skill in whole or in part, or if
2. the employee was trained in the special skill which the District wishes to retain, or
3. the employee has a special skill utilized in the performance of his/her duties.

J. At the request of either party, the GCESA and the district shall establish a joint advisory committee to monitor the impact of NCLB and SED legislation and regulations related to the qualifications and training of teacher aides in the future.

Appendix: The following clerical job titles reflect current Civil Service usage. (See attached)

### **ARTICLE XVIII – GCESA BUSINESS**

1. Permission may be granted for the use of District facilities for meetings at the discretion of the District. Such permission may be withdrawn at the discretion of the District.

2. A bulletin board will be reserved in each school for use of the GCESA for the purpose of posting material dealing with proper and legitimate Union business.

3. The GCESA may request the use of designated school mailboxes for the purpose of distributing its material.

4. GCESA business shall not in any way interfere with the regular duties of any employee, or take place during any employee's regular working hours.

5. The Shop Steward shall be informed once a month when any new employees are hired so as to communicate to them the benefits that are available to them.

**ARTICLE XIX - MUTUALITY OF OBLIGATION**

1. In the event that any provision of this Agreement is, or shall be at any time, contrary to law, all other provisions of this agreement shall continue in effect.

2. Neither the Board nor any of its agents shall at any time seek to violate the principle of the secret ballot or signature.

**ARTICLE XX – DURATION**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

The parties agree that the terms of this Memorandum of Agreement are subject to ratification by members of the GCESA and approval by the Board of Education.

July 25, 2003

For the Glen Cove Educational Support Association:

For the District:

Mark Berberin  
Dawnia Rant  
Maui Monaco  
Susan Campagna  
Pauline Watton  
Lucy D'Herin

Hyman S. Albanese  
Steve P.M.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Civil Service Clerical Job Titles:** (Includes all 10 and 12 month employees)

Grade I – Clerk, Typist, Typist Clerk\*

Grade II – Typist Stenographer\*, Switchboard Operator\*, Audio Visual Aide\*

Grade III – Senior Typist, Stenographer\*

Grade IV – Account Clerk, Senior Clerk, Computer Operations Support Specialist, Senior Stenographer\*

Grade V – Senior Account Clerk, Senior Administrative Clerk, Transportation Clerk, School Registrar, Stenographic Secretary\*

**Other Job Titles**

Teacher Aide

School Monitors

Office Monitor/Clerk

Lunchroom Aide

Playground Aide

Floater Aide

Office Aide

\*Civil Service title no longer to be utilized by the District after incumbent leaves the position.

**SECRETARIAL CONTRACT  
10 MONTH  
2003-2004**

Full-Time Years In Grade	I	II	III	IV	V
Yrs. 1-5	22,917	24,167	25,000	26,667	29,167
Yrs. 6-10	24,167	25,000	26,667	28,333	30,833
Yrs. 11-15	25,000	26,667	28,333	30,000	32,500
Yrs. 16-20	26,667	28,333	30,000	31,667	34,167
Yrs. 21-25	28,333	30,000	31,667	33,333	35,833
Yrs. 26-30	30,000	31,667	33,333	35,000	37,500

**SECRETARIAL CONTRACT  
10 MONTH  
2004-2005**

Full-Time Years In Grade	I	II	III	IV	V
Yrs. 1-5	23,719	25,013	25,875	27,600	30,188
Yrs. 6-10	25,013	25,875	27,600	29,325	31,913
Yrs. 11-15	25,875	27,600	29,325	31,050	33,638
Yrs. 16-20	27,600	29,325	31,050	32,775	35,363
Yrs. 21-25	29,325	31,050	32,775	34,500	37,088
Yrs. 26-30	31,050	32,775	34,500	36,225	38,813



**SECRETARIAL CONTRACT  
10 MONTH  
2005-2006**

<b>Full-Time Years In Grade</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>
Yrs. 1-5	24,549	25,888	26,781	28,566	31,244
Yrs. 6-10	25,888	26,781	28,566	30,351	33,029
Yrs. 11-15	26,781	28,566	30,351	32,137	34,815
Yrs. 16-20	28,566	30,351	32,137	33,922	36,600
Yrs. 21-25	30,351	32,137	33,922	35,708	38,386
Yrs. 26-30	32,137	33,922	35,708	37,493	40,171

**SECRETARIAL CONTRACT  
10 MONTH  
2006-2007**

<b>Full-Time Years In Grade</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>
Yrs. 1-5	25,408	26,794	27,718	29,566	32,338
Yrs. 6-10	26,794	27,718	29,566	31,414	34,185
Yrs. 11-15	27,718	29,566	31,414	33,262	36,033
Yrs. 16-20	29,566	31,414	33,262	35,109	37,881
Yrs. 21-25	31,414	33,262	35,109	36,957	39,729
Yrs. 26-30	33,262	35,109	36,957	38,805	41,577

**SECRETARIAL CONTRACT  
10 MONTH  
Full- Time School Monitor – Safety and Security**

<b>Years In Title</b>	<b><u>2003-2004</u></b>	<b><u>2004-2005</u></b>	<b><u>2005-2006</u></b>	<b><u>2006-2007</u></b>
Yrs. 1-5	23,000	23,805	24,638	25,501
Yrs. 6-10	23,805	24,638	25,501	26,393
Yrs. 11-15	24,638	25,501	26,393	27,317
Yrs. 16-20	25,501	26,393	27,317	28,273
Yrs. 21-25	26,393	27,317	28,273	29,262
Yrs. 26-30	27,317	28,273	29,262	30,287

**SECRETARIAL CONTRACT  
11 MONTH  
2003-2004**

(All 11-month positions to become 10 or 12 month positions effective 7/1/04 at the discretion of the District)

<b>Full-Time Years In Grade</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>
Yrs. 1-5	25,208	26,583	27,500	29,333	32,083
Yrs. 6-10	26,583	27,500	29,333	31,167	33,917
Yrs. 11-15	27,500	29,333	31,167	33,000	35,750
Yrs. 16-20	29,333	31,167	33,000	34,833	37,583
Yrs. 21-25	31,167	33,000	34,833	36,667	39,417
Yrs. 26-30	33,000	34,833	36,667	38,500	41,250

**SECRETARIAL CONTRACT  
12 MONTH  
2003-2004**

<b>Full-Time Years In Grade</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>
Yrs. 1-5	27,500	29,000	30,000	32,000	35,000
Yrs. 6-10	29,000	30,000	32,000	34,000	37,000
Yrs. 11-15	30,000	32,000	34,000	36,000	39,000
Yrs. 16-20	32,000	34,000	36,000	38,000	41,000
Yrs. 21-25	34,000	36,000	38,000	40,000	43,000
Yrs. 26-30	36,000	38,000	40,000	42,000	45,000

**SECRETARIAL CONTRACT  
12 MONTH  
2004-2005**

<b>Full-Time Years In Grade</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>
Yrs. 1-5	28,463	30,015	31,050	33,120	36,225
Yrs. 6-10	30,015	31,050	33,120	35,190	38,295
Yrs. 11-15	31,050	33,120	35,190	37,260	40,365
Yrs. 16-20	33,120	35,190	37,260	39,330	42,435
Yrs. 21-25	35,190	37,260	39,330	41,400	44,505
Yrs. 26-30	37,260	39,330	41,400	43,470	46,575

**SECRETARIAL CONTRACT  
12 MONTH  
2005-2006**

<b>Full-Time Years In Grade</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>
Yrs. 1-5	29,459	31,066	32,137	34,279	37,493
Yrs. 6-10	31,066	32,137	34,279	36,422	39,635
Yrs. 11-15	32,137	34,279	36,422	38,564	41,778
Yrs. 16-20	34,279	36,422	38,564	40,707	43,920
Yrs. 21-25	36,422	38,564	40,707	42,849	46,063
Yrs. 26-30	38,564	40,707	42,849	44,991	48,205

**SECRETARIAL CONTRACT  
12 MONTH  
2006-2007**

<b>Full-Time Years In Grade</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>
Yrs. 1-5	30,490	32,153	33,262	35,479	38,805
Yrs. 6-10	32,153	33,262	35,479	37,696	41,023
Yrs. 11-15	33,262	35,479	37,696	39,914	43,240
Yrs. 16-20	35,479	37,696	39,914	42,131	45,457
Yrs. 21-25	37,696	39,914	42,131	44,349	47,675
Yrs. 26-30	39,914	42,131	44,349	46,566	49,892

**SECRETARIAL CONTRACT  
PART-TIME – LIST A  
Classroom, Special Education, Library,  
Computer Room Aides w/Children  
and Family Worker**

<b>Years In Grade</b>	<b><u>2003-2004</u></b>	<b><u>2004-2005</u></b>	<b><u>2005-2006</u></b>	<b><u>2006-2007</u></b>
Yrs. 1-5	11.00	11.39	11.78	12.20
Yrs. 6-10	12.00	12.42	12.85	13.30
Yrs. 11-15	13.00	13.46	13.93	14.41
Yrs. 16-20	14.50	15.01	15.53	16.08
Yrs. 21-25	15.50	16.04	16.60	17.19
Yrs. 26-30	16.50	17.08	17.68	18.29

**SECRETARIAL CONTRACT  
PART-TIME – LIST B  
Office Aides and Switchboard**

<b>Years In Grade</b>	<b><u>2003-2004</u></b>	<b><u>2004-2005</u></b>	<b><u>2005-2006</u></b>	<b><u>2006-2007</u></b>
Yrs. 1-5	10.50	10.87	11.25	11.64
Yrs. 6-10	11.50	11.90	12.32	12.75
Yrs. 11-15	12.50	12.94	13.39	13.86
Yrs. 16-20	14.00	14.49	15.00	15.52
Yrs. 21-25	15.00	15.53	16.07	16.63
Yrs. 26-30	16.00	16.56	17.14	17.74

**SECRETARIAL CONTRACT  
PART-TIME – LIST C  
Lunchroom, Playground, Floaters**

<b>Years In Grade</b>	<b><u>2003-2004</u></b>	<b><u>2004-2005</u></b>	<b><u>2005-2006</u></b>	<b><u>2006-2007</u></b>
<b>Yrs. 1-5</b>	<b>10.25</b>	<b>10.61</b>	<b>10.98</b>	<b>11.36</b>
<b>Yrs. 6-10</b>	<b>11.00</b>	<b>11.39</b>	<b>11.78</b>	<b>12.20</b>
<b>Yrs. 11-15</b>	<b>11.50</b>	<b>11.90</b>	<b>12.32</b>	<b>12.75</b>
<b>Yrs. 16-20</b>	<b>12.00</b>	<b>12.42</b>	<b>12.85</b>	<b>13.30</b>
<b>Yrs. 21-25</b>	<b>12.50</b>	<b>12.94</b>	<b>13.39</b>	<b>13.86</b>
<b>Yrs. 26-30</b>	<b>13.00</b>	<b>13.46</b>	<b>13.93</b>	<b>14.41</b>

**PROPOSED**  
**TA Degree**

**TEACHER AIDES**  
**10-MONTH**  
**2003-2004**

<b>Full-Time Years In Grade</b>	<b><u>HS Diploma</u></b>	<b><u>2 Year Degree</u></b>	<b><u>4 Year Degree</u></b>
<b>Yrs. 1-5</b>	<b>15,000</b> 11.58	<b>19,000</b> 14.67	<b>23,000</b> 17.76
<b>Yrs. 6-10</b>	<b>16,000</b> 12.36	<b>20,000</b> 15.44	<b>24,500</b> 18.92
<b>Yrs. 11-15</b>	<b>17,000</b> 13.13	<b>21,000</b> 16.22	<b>25,500</b> 19.69
<b>Yrs. 16-20</b>	<b>19,000</b> 14.67	<b>23,000</b> 17.76	<b>27,500</b> 21.24
<b>Yrs. 21-25</b>	<b>20,500</b> 15.83	<b>24,500</b> 18.92	<b>28,500</b> 22.01
<b>Yrs. 26-30</b>	<b>21,500</b> 16.60	<b>25,500</b> 19.69	<b>29,500</b> 22.78

**\* based on 7 hour day – 185 days/year.**